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## REQUEST FOR PROPOSALS NO. 5330-20-PROF

### City of Parksville General Engineering and Consulting Services

#### Closing Location

Proposals must be submitted electronically.  
Submissions by other methods will not be accepted.

#### Contact Person:

Robert Downs  
[engineering@parksville.ca](mailto:engineering@parksville.ca)  
250 951 2484

#### Timetable:

This RFP process will run to the following timetable. This timetable may be amended at the City's discretion through the issuance of an addendum to this RFP.

Event:	Date:
Issue Date of this RFP	December 27, 2024
<b>Deadline for Questions</b>	<b>January 13, 2025</b>
Last Day for Issue of Addenda	January 16, 2025
<b>RFP Closing Date and Time</b>	<b>January 21, 2025, 2:00pm PST</b>
Notice of Award Date (estimated)	February 4, 2025

The City appreciates all proposal responses; however, only short-listed or successful candidates will be contacted.

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## 1 INTENT

The City of Parksville (“The City”) is seeking proposals from qualified, licensed professional engineering consulting firms, to enter into contracts for services with one or more qualified firms for three (3) year terms to supplement in-house capabilities, as well as a variety of services including but not limited to contract administration, planning, and implementation of Capital Works Projects as set out in Part 4, Scope of Work, of this RFP.

The proponents will work closely with the City's Engineering staff, Council, internal/external stakeholders, and the public to ensure each project's success from inception to completion.

## 2 DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS

### 2.1 DEFINITIONS

Throughout this Request for Proposal, the following definitions apply:

**“Closing Time”** or **“Closing Date and Time”** means the closing date and time for this competition noted on the title page of this RFP, as may be amended through addenda.

**“Contract”** means a written agreement resulting from this Request for Proposal executed by the City and the Consultant.

**“Consultant”** means the successful Proponent(s) to this Request for Proposal who enter into a written Contract with the City.

**“Council”** means the Council of the City.

**“must”, “shall”** or **“mandatory”** means a requirement that must be met.

**“Proponent”** means an individual or a company that has been requested to and submits, or intends to submit, a proposal in response to this Request for Proposal.

**“Proposal”** means a submission in response to this Request for Proposal.

**“Request for Proposal”** and **“RFP”** means this Request for Proposal.

**“City”** means as the context requires, the City of Parksville or the area within the boundaries of the City of Parksville.

### 2.2 TERMS AND CONDITIONS

The following terms and conditions apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms that follow and that are included in any addenda issued by the City.

## 2.4 RFP CONTACT

- a) All inquiries regarding this Request for Proposal must be directed in writing to Robert Downs, via email to [engineering@parksville.ca](mailto:engineering@parksville.ca). All questions should be received by the last day for questions shown on the cover page.
- b) Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the City, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

## 2.5 PROPONENTS' EXPENSES

No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, whether in respect of Proposal preparation costs, loss of anticipated profit, or any other matter whatsoever, and by submitting a Proposal each Proponent shall be deemed to have irrevocably waived any such claim.

## 2.6 PROPOSAL VALIDITY

Proposals will be open for acceptance for at least 60 days after the Closing Time.

## 2.7 FIRM PRICING

- a) Proponents shall provide hourly rates for all staff and subconsultants that they expect to utilize throughout the contract period.
- b) Proponents shall base their Proposal on furnishing everything required to complete the consulting services, including all labour, materials, tools, equipment, travel costs and incidentals.
- c) Prices will be firm for the entire Contract period unless this RFP states otherwise.

## 2.8 CURRENCY AND TAXES

Prices quoted will be in Canadian Dollars and inclusive of duty, delivery charges where applicable, and exclusive of GST which shall be shown separately as applicable.

## 2.9 SUB-CONTRACTING

- a) Using a sub-consultant (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by a Proponent and sub-consultant who have no formal corporate links. However, the Proponent must be prepared to take overall responsibility for successful interconnection of the two product or service lines and this must be defined in the Proposal.
- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the City's opinion, give rise to a conflict of interest in connection with the services will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP.
- c) Where applicable, the names of approved sub-consultants listed in the Proposal will be included in the Contract. No changes or additions to the list will be permitted without the written consent of the City.

## 2.10 EVALUATION PROCESS

- a) An evaluation committee made up of City representatives will be reviewing proposal submissions.
- b) The City reserves the right to conduct pre-selection meetings with Proponents. The City further reserves the right to conduct post-selection meetings in order to correct, change or adapt the selected proposal to the wishes of the selection committee.
- c) The Proponent acknowledges that the City shall have the right to reject any and all proposals for any reason or to accept any Proposals which the City in its sole unrestricted discretion deems most advantageous to itself, including any Proposals that do not contain the content or form required by this Request for Proposal, or for failure to comply with the process for submission noted in this Request for Proposals. By submitting a proposal, the Proponent acknowledges the City's right under this clause and absolutely waives any right of action against the City for the City's failure to accept the Proponents' proposal whether or not such right of action arises in contract, negligence or any other cause of action.
- d) The lowest or any proposal will not necessarily be accepted.

## 2.11 ACCEPTANCE OF PROPOSALS

- a) This RFP must not be construed as an agreement to purchase goods or services. The City reserves the right to accept any, multiple, or none of the proposals submitted and will evaluate proposals based on the best value offered to the City and not necessarily the lowest price. The City is under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, or municipal statute, regulation or bylaw.
- c) If a proposal contains a defect or fails to comply with the requirements of the proposal documents, which in the sole discretion of the City is not material, the City may waive the defect and accept the proposal.
- d) The City reserves the right to cancel this RFP at any time and for any reason, and in so doing to reject all Proposals, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of such cancellation.
- e) The City reserves the right to enter into negotiations with one or more Proponents concerning the terms and conditions of the services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any Proposals received.
- f) The City reserves the right to select one or more Proponents for further consideration following the initial proposal evaluation process. The City may require in-person presentations or interviews with Proponents selected for final consideration, prior to negotiating a contract.
- g) The City may select one or more proponents to enter into agreements with.

- h) The acceptance of any Proposal is subject to available funding and the terms of the City's Purchasing Policy.
- i) After acceptance by the City, the successful Proponents will be issued written Notices of Award.

## **2.12 DEFINITION OF CONTRACT**

Notice in writing to a Proponent of the acceptance of its Proposal by the City and the subsequent full execution of a written Contract will constitute a Contract for the Services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events. By submission of a Proposal, the Proponent agrees that, should it be identified as a successful Proponent, it is willing to enter into a Contract with the City within fifteen (15) days of the date of the Notice of Award.

The RFP and proposal of a selected Proponent shall become part of any contract initiated by the City. The selected Proponent shall be expected to enter into a contract in a format matching the Professional Services Agreement (PSA) attached in Appendix A. In no event should a Proponent submit its own standard contract terms and conditions, exceptions or contract deviations from the provided PSA as a response to this RFP.

## **2.13 LIABILITY FOR ERRORS**

While the City has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

## **2.14 MODIFICATION OF TERMS**

The City reserves the right to modify the terms of the RFP at any time prior to the Last Day for Issue of Addenda at its sole discretion. All modifications will be communicated to all Proponents through formal addenda.

## **2.15 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION**

All documents, including Proposals, submitted to the City become the property of the City. Each Proposal should clearly identify any information that is considered to be confidential or proprietary information.

However, the City is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while section 21 of the *Freedom of Information and Protection of Privacy Act* does offer some protection for confidential third-party business, financial and proprietary information, the City cannot guarantee that any such information provided to the City will remain confidential if a request for access is made under the *Freedom of Information and Protection of Privacy Act*.

## 2.16 INDEMNIFICATION

In carrying out these works the Consultant, and/or their sub-consultant(s) will act as an independent Consultant(s). The Consultant must agree to keep the City indemnified against any and all claims, actions or demands that may be brought, made or arise in respect of anything done or omitted to be done by the Consultant or its' employees who shall be and remain at all times and for all purposes, the servants or employees of the Consultant or their sub-consultant(s), save and except to the extent that such claims action or demands arise from or relate to the negligence, wrongful act or omission of the City, or any of its officers or employees.

## 2.17 PUBLICITY

The Consultant shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals or resulting Contract to the media or any member of the public without the prior written authorization of the City.

All publicity relating to this project is subject to the approval of the City and no mention of the Project in advertising or articles in any publication will be permitted unless authorized in advance, in writing by the City.

## 3 PROPOSAL SUBMISSION REQUIREMENTS

### 3.1 PROPOSAL SUBMISSION

Proposal submissions will be accepted up to the Closing Time. All submissions and accompanying documents must be uploaded electronically to [engineering@parksville.ca](mailto:engineering@parksville.ca). Proposals should contain in the subject line "5330-20-PROF". Hardcopy or facsimile submissions will NOT be accepted.

Organize your submission into the following individual files (note the required file types):

- Proposal Submission (File type: PDF) – required
- Proposal Form (File type: PDF) – required
- Pricing Form (File type: PDF) – required
- Appendices (File type: PDF) – optional

#### 3.1.1 Important Notes:

Uploading and e-mailing large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. Allocate sufficient time for all uploads to complete prior to Closing Time.

The City will not be liable for any delay in uploading/e-mailing submissions for any reason including technological delays, or issues by either party's network. The City will not be liable for any damages associated with Submissions not received prior to the Closing Time.

Proposals received and not conforming to Section 3.1 (above), will be returned (unopened) to Proponent(s) without consideration.

Proposals, rather than tenders, have been requested in order to afford proponents a more flexible opportunity to employ their expertise and innovation, and thereby satisfy the City's

needs in a more cost-effective manner. Proposals should be based on these Instructions and the Scope of Work discussed in Section 4.

This Request for Proposal is subject to the City's Purchasing Policy which may be viewed at [parksville.civicweb.net/document/27034/](http://parksville.civicweb.net/document/27034/) and the laws of the Province of British Columbia.

This Request for Proposal is subject to the terms and conditions of the New West Partnership Trade Agreement (NWPTA) and the Canadian Free Trade Agreement (CFTA).

### **3.1.2 Proposal Sections:**

- i) General:  
An introductory cover letter
- ii) Firm Profile:  
This section must include:
  - Provide a corporate overview of your firm including number of employees, office locations, years in business, markets/sectors served, services, and key policies. Proponents are required to also provide this information for Subconsultants and demonstrate the extent to which the proposed firms have worked together before, including a description of the type of work.
  - Describe why your firm wants to work with the City.
  - Describe your understanding of the unique challenges associated with planning and delivering infrastructure projects within the City.
  - Include an organization chart, detailing the lines of responsibility within the firm and in coordinating work with the City's project team, identify the number of personnel in each position, as well as positions that have a local presence and the ability to respond and be on site within 24 hours' notice as may be required from time to time.
- iii) Management and Delivery of Services:  
This section must include:
  - Identify the individual at the corporate level who will be responsible for your firm's relationship with the City and explain how they will support the delivery of service by the firm.
  - Demonstrate previous experience providing the Scope of Work described in Part D below for at least three (3) municipal projects in the last 10 years. Experience within British Columbia and south Vancouver Island is preferred.
  - Provide information on how services will be provided in a timely manner if your office and/or key staff are located outside the City.
  - From your perspective, what are the top three (3) ways a Project Manager can contribute to the successful delivery of projects



under this type of contract.

- Provide two (2) examples of how your firm challenged conventional wisdom and/or engineering standards, in order to provide the best solution for the client.

iv) Key Personnel Expertise and Experience:

This section must include:

- Clearly identify each key staff member, explaining why they are well suited for their proposed role and summarizing their relevant experience.
- Educational and professional qualifications of each individual to be assigned. Include a summary of each individual's work experience with related projects.
- Identification and brief description of experience and relevant qualifications. Resumes may be included as an appendix.

v) Pricing:

This section must include:

- A completed Pricing Form – Part G (see below) with firm hourly rates for all of the professional engineering roles identified. The hourly rates are to be the full cost of service excluding GST. Additionally, the Proponent must provide the annual rate at which the rates will be increased annually.
- All reasonable and proper expenses incurred by the Proponent shall be reimbursed under this item without any allowance thereon for overhead and or profit. All disbursement must be approved by the City in advance otherwise the Proponent risks having the claim for disbursement rejected. The following costs shall be included in the hourly rates and will therefore not be permitted to be charged as a disbursement:
  - Communication expenses including facsimile, local phone, photocopies, office supplies and cellular charges;
  - Standard PC or computer aided design and drafting equipment (excludes specialized equipment or software as identified in the proposal).
  - Travel and living expenses.

vi) References:

This section must include References from a minimum of four (4) clients who have engaged the Proponent to complete similar projects, include the name, address and phone number of references; and,

vii) Assurance that the Proponent and any proposed sub-consultant are not in a position which may be perceived as a conflict of interest with respect to undertaking this project.

### **3.1.3 Proposal Format:**

- i) Proposals submitted after the proposal Closing Date and Time will be rejected.
- ii) Proposals that are conditional; illegible; obscure; contain arithmetical errors; erasures, alterations, or irregularities of any kind; may, at the discretion of the City, be declared disqualified.
- iii) The person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this RFP must sign the Proposal Form provided herein. Unsigned Proposals will be declared disqualified and returned.
- iv) Proponents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed. All submissions must be delivered according to the instructions herein. The City will accept no responsibility for documents delivered to other City facilities or to any other delivery method other than what has been prescribed within and may be declared disqualified.

### **3.2 CHANGES TO PROPOSALS**

Proponents may amend their proposals prior to the Closing Date & Time by submitting their amended proposal following the original submission instructions and including a request to overwrite the previous submission.

### **3.3 ADDENDA**

- a) Any questions that are received by the City that affect the Request for Proposal process will be issued as addenda by the City.
- b) Any addenda to this Request for Proposal will be posted on the City's web site and on BC Bid. It is the sole responsibility of each proponent to make sure that it is in receipt of all addenda prior to the Closing Time and acknowledge receipt of all addenda on their proposal form.
- c) The City will not be responsible for, and the Proponent shall not rely upon, information, instructions or clarifications given to a Proponent other than in the form of a written addendum issued by the City. Without limiting the foregoing, any verbal representations, promises, statements or advice made by any employees of the City shall not be relied upon.

### **3.4 DISCLAIMER**

Each Proponent is responsible to review and understand the terms and conditions of this RFP, and the scope of work being requested. The City makes no representation or warranty as to the accuracy or completeness of the information contained in this RFP and the Proponent is solely responsible to ensure that it has obtained and considered all information necessary to understand the requirements of the RFP, and to prepare and submit its Proposal. The City will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any Proponent.

### 3.5 EVALUATION AND SELECTION CRITERIA

Evaluation of Proposals will be by the City according to the criteria identified below. Those Proposals passing the mandatory requirements will be further evaluated against the point-rated criteria. During the evaluation process, Proponents may be required to provide clarification to statements made in their Proposals. The City reserves the right to contact any person or organization to determine the reputation of the proponent.

<b>Mandatory Criteria</b>
Proposal Form completed and signed by a person authorized to bind the Proponent to statements made in the submission.
Pricing Form completed and signed by a person authorized to bind the Proponent to statements made in the submission.
Proposal must be received via the prescribed submission method by the specified Closing Date and Time.

<b>Point-Rated Criteria</b>	<b>Weighting (Points)</b>
Firm Profile	<b>20</b>
Management and Delivery of Services	<b>25</b>
Key Personnel Expertise and Experience	<b>30</b>
Pricing - Weighted Rates Adjusted for Annual Increase	<b>25</b>
<b>Total Points</b>	<b>100</b>

The proposed pricing will be evaluated based on the sum of the weighted rates adjusted for the annual rate increase percentage as identified in the Part G - Pricing Form.

Example of weighted rate calculation:

		Respondent X		Respondent Y		Respondent Z	
Annual Rate Increase (%) (C)		3%		5%		1%	
Professional Engineering Services	Weight (%)	Hourly Rate	Weighted Rates	Hourly Rate	Weighted Rates	Hourly Rate	Weighted Rates
	A	B	(A x B)/100	B	(A x B)/100	B	(A x B)/100
Principal/Director	5	\$210.00	\$10.50	\$210.00	\$10.50	\$205.00	\$10.25
Lead Engineer/SR Engineer	30	\$180.00	\$54.00	\$185.00	\$55.50	\$175.00	\$52.50
Intermediate Engineer	25	\$145.00	\$36.25	\$165.00	\$41.25	\$155.00	\$38.75
Junior Engineer	15	\$110.00	\$16.50	\$100.00	\$15.00	\$105.00	\$15.75
Technical Support	20	\$110.00	\$22.00	\$130.00	\$26.00	\$115.00	\$23.00
Administrative Support	5	\$75.00	\$3.75	\$70.00	\$3.50	\$65.00	\$3.25
Weighted Rates Total (D)			\$143.00		\$151.75		\$143.50
Weighted Rates Total Adjusted for Annual Increase $E = (D \times (1+C)^2)$		E=	\$151.71	E=	\$167.30	E=	\$146.38

Each proponent will receive a percentage of the total possible points allocated to the pricing criterion which will be calculated in accordance with the following formula:

$$\frac{\text{lowest weighted rate adjusted for annual increase}}{\text{proponent's weighted rate adjusted for annual increase}} \times \text{weighting} = \text{proponent's pricing points}$$

### 3.6 REFERENCE CHECK

The City may conduct reference checks on the Proponent and the resources proposed by the Proponent. The Proponent, on request by the City, will provide references for itself and for each proposed resource that corroborates the relevant work experience. References need to be from a party that is not the Proponent.

In addition, the City reserves the right to contact and use references pertaining to the Proponent and resource that are not among those references provided to the City (including obtaining a substitute referee from the same reference company) by the Proponent.

Reference checks will be conducted, on a pass-fail basis, on the Proponent and resource. The City reserves the right to reject the Proponent and any resource whose references, in the City's sole opinion, are deemed to be unsatisfactory.

These reference check provisions do not replace and should not be deemed to replace or be inconsistent with any reservation of rights in favour of the City.

### **3.7 COMMITMENT BY THE CITY**

- a) The City will make available, upon request and at no cost to the successful Proponent, any existing City maps, plans, reports and copies of relevant background information, including hard copies that are not posted on the City website.
- a) The successful Proponent may be required to sign non-disclosure, confidentiality or other agreements when access is provided to City information.
- b) City meeting rooms, when available, may be used at no charge to the Consultant for work pertaining to this RFP and are to be arranged through City administration.

## **4 SCOPE OF WORK**

### **4.1 INTRODUCTION**

The City is seeking proposals from qualified licensed, professional engineering consulting firms to undertake three (3) year contracts for Municipal Engineering and Consulting Services for administration, planning & implementation of Capital Works Projects and general engineering and consulting services.

At the end of the first three (3) year term, the City reserves the right to extend the first term by up to an additional two (2) year term.

The successful proponents will be expected to become familiar with the City of Parkville policies and procedures, organizational structure, and operating & software systems. In addition, the proponents will become familiar with the City's infrastructure, master plans and strategies.

The successful proponents are expected to be well versed in all facets of municipal engineering and consulting services to provide full-service project delivery including but not limited to, planning, feasibility assessments in relation to linear asset renewals, estimating/budgeting using MMCD style schedule of quantities, preliminary and detailed design services, coordinating sub-services and third-party utilities, MMCD tendering, contract administration, surveying and site supervision, supplying as-built drawings, preparing tangible capital asset documentation, identifying unique opportunities related to our linear asset infrastructure renewal priorities as well as applying for and leveraging grant funding where possible for multi- disciplined projects such as:

- Annual water, sanitary and storm renewal programs (watermain, sewer and drain main rehabilitation/replacement).
- Annual roads renewal program (reconstruction, rehabilitation, widening, sidewalk renewals, pedestrian safety, and transportation enhancements including active transportation).
- Development related review services (developer supplied engineering drawing review, developer supplied study review, municipal standards development).
- Feasibility studies and modelling (related to sanitary, storm water and water

- utility systems).
- Assistance in linear asset management and planning.
- Ability to work in both AutoCAD and ArcGIS with the expectation that deliverables will consider efficient integration of spatial information into the City's existing GIS database.
- Drawings are to use the City's title block and general notes, which will be provided to the successful proponents.

The City has a capital expenditure budget of \$4.5 million for 2025 that will be allocated across various projects that may or may not be assigned to proponents of this RFP. The City will allocate work among the successful proponents at its sole discretion in a manner that it deems to provide the best value and efficient service delivery. Notwithstanding the above, the City reserves the right to engage other firms for any and all related engineering and consulting services during the term of this contract as deemed by the City to be in the best interests of the City of Parksville.

## 4.2 OVERVIEW OF THE CITY OF PARKSVILLE

The City of Parksville is a mid-sized municipality located on the east coast of Vancouver Island. The City's population at the 2021 Statistics Canada Census was 13,642. The surrounding unincorporated areas include an additional 16,500 people. The area is experiencing population growth and Parksville's Council has stated a strong desire to attract young families to the City.

In the past two years, the City has developed new water and sanitary master plans and a pavement condition assessment. New transportation and storm water master plans are expected in early 2025. These plans and reports will help to guide our capital spending over the coming years.

The City recognizes the impact of increased demand on aging infrastructure as a result of development and the need to direct municipal resources wisely. Costs for construction, operations and maintenance of infrastructure are significant and are a direct consequence of decisions made during the engineering planning and design stages of a project.

## 4.3 REMUNERATION

- a) A summary report with each invoice shall include details of the work performed, the number of hours worked for each day and date, the disbursements expended, and the totals for the period.
- b) Payment of monthly invoices by the City shall be made within thirty (30) days after receipt by the City.
- c) All invoices, quoting the City's purchase order number, should be submitted electronically to accounts payable at [ap@parksville.ca](mailto:ap@parksville.ca).

**5 CONTRACT CONDITIONS**

By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the City based on this RFP, the Proponent's Proposal, and any negotiations concluded pursuant to Section 2.13 – Modification of Terms.

**6 PROPOSAL FORM**

**City of Parksville General Engineering and Consulting Services**

This form must be completed, signed and included with the submission.

The undersigned confirms that their submission is in response to the Request for Proposals for General Engineering and Consulting in the City of Parksville and the Proponent acknowledges receipt of addenda # \_\_\_\_\_ through addenda # \_\_\_\_\_.

**Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Position :** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Date**



## 7 PRICING FORM

### CITY OF PARKSVILLE GENERAL ENGINEERING AND CONSULTING SERVICES

Instructions: Complete the table below with firm hourly rates for all of the professional engineering roles identified. The hourly rates are to be the full cost of service excluding GST. The hourly rates will be increased by the annual rate increase percentage (C) identified in this table annually, determined from the date of the execution of the contract.

In the case of calculation errors in the Proposal, extended totals from the given Hourly Rates and Annual Rate Increase will be used to calculate the proposals Weighted Rate Total Adjusted for Annual Increase, and evaluate the pricing score.

Annual Rate Increase (%) = C			%
Professional Engineering Services	Weight (%) = A	2025 Hourly Rate = B	Weighted Rates = (AxB)/100
Principal/Director	5	\$	
Lead Engineer/SR Engineer	30	\$	
Intermediate Engineer	25	\$	
Junior Engineer	15	\$	
Technical Support	20	\$	
Administrative Support	5	\$	
<b>Weighted Rate Total = D</b>			<b>\$</b>
Weighted Rate Total Adjusted for Annual Increase $E = (D \times (1+C)^2)$			

Please include rates for other professional engineering services offered as part of your proposal. Additional Hourly Rates are subject to the above Annual Rate Increase but will not affect the pricing score of your submission.

Professional Engineering Services	2025 Hourly Rate
Survey Crew	\$
	\$
	\$
	\$
	\$

**8 APPENDIX A – PROFESSIONAL SERVICES AGREEMENT**



## PROFESSIONAL SERVICES AGREEMENT

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for the  
**General Engineering and Consulting Services**

**THIS AGREEMENT** dated for reference the [redacted] day of [redacted], 2025.

**BETWEEN:**

**CITY OF PARKSVILLE**  
PO BOX 1390  
100 JENSEN AVENUE EAST  
PARKSVILLE, BC V9P 2H3  
(The "City")

**AND:**

[redacted signature line]

(the "Consultant")

**WHEREAS:**

- A. The City wishes to engage the Consultant for the provision of services described in this Agreement; and
- B. The Consultant has agreed to perform the said services in accordance with the terms and conditions set out in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the terms, covenants, and conditions herein contained, and in consideration of the payment of one (\$1.00) dollar by the City to the Consultant (the receipt and sufficiency the Consultant acknowledges) the parties hereto, hereby covenant and agree as follows:

**1.0 SERVICES**

**1.1 Services**

The City hereby retains the Consultant to provide the services for the project as described in the Terms of Reference in **Schedule "A"**, which is attached hereto and incorporated herein, for the fulfilment and completion of this Agreement (the "Services" and the "Project", respectively). **Schedule "A"** shall include, but is not limited to: a brief project description, objectives, identification of key employees and Subconsultants, project phases (if applicable), and task descriptions.

**1.2 Amendment of Services**

The City may, from time to time, by written notice to the Consultant, make changes to the Services, and the Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties, and may include an increase or decrease of the fees and/or schedule. Such changes to the Services shall be by written amendment to this Agreement, signed by the City and the Consultant, prior to commencement of any such changes to the Services. All other terms of this Agreement shall apply to any changes of the Services. The City shall not be liable to pay additional compensation to the Consultant for any changes to the Services performed without prior written authorization of such changes in the form of an amendment.

**1.3 Supplemental and On-Call Services**

The Consultant shall, if requested in writing by the City, perform supplemental-services including on-call, as-needed services, (the “~~Supplemental-On-Call~~ Services”) at the hourly rates shown in **Schedule "B"**, which is attached hereto and incorporated herein. The Consultant shall not provide any ~~Supplemental-On-Call~~ Services in excess of the Services unless previously authorized in writing by the City, and attached to this Agreement as a schedule by way of amendment. All other terms of this Agreement shall apply to any ~~Supplemental-On-Call~~ Services.

**1.4 Standard of Care**

The Consultant shall perform the Services and any applicable ~~Supplemental-On-Call~~ Services: (a) with the degree of care, skill, and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered; (b) in accordance with current professional practices and industry standards; and (c) in conformance with all applicable laws, rules, regulations, ordinances, codes, and orders of governmental bodies, agencies, and courts having jurisdiction applicable at the time the Services are rendered.

**2.0 AGREEMENT TERM**

**2.1 Delivery Schedule (N/A)**

Services shall be completed by the Consultant in accordance with the delivery schedule shown in **Schedule "C"** (the "Delivery Schedule"), which is attached hereto and incorporated herein. The parties may from time to time, by amendment, alter the Delivery Schedule. The Consultant acknowledges that time is of the essence with respect to the provision of Services, and accordingly, the Consultant shall provide the Services pursuant to the Delivery Schedule or any applicable amendment.

**2.2 Recovery Schedule (N/A)**

If at any time the Consultant discovers that the Delivery Schedule cannot be met, the Consultant shall immediately advise the City in writing and provide a revised Delivery Schedule for the City’s review and approval. The revised Delivery Schedule shall be attached to this Agreement as an amendment.

**2.3 Authorization to Proceed**

Upon receipt by the City from the Consultant of the insurance certificate, business licence confirmation and WorkSafeBC registration number, as required by this Agreement (and any further documents that may be required prior to issuance of a purchase order, as may be set out in this Agreement), the City shall issue a purchase order to the Consultant (the "Purchase Order"). Issuance of the Purchase Order authorizes the Consultant to proceed with the Services, and the Consultant shall not proceed with any Services unless they have received a Purchase Order from the City.

**2.4 Agreement Term**

The term of this Agreement shall begin on the reference date on page 1 of this Agreement and, unless previously terminated, this Agreement shall expire three months from the date that the City makes final payment to the Consultant for Services rendered (the "Term"), except for provisions in this Agreement that shall survive the termination or expiry of this Agreement.

**2.5 Supplemental and On-Call Services**

The Consultant shall perform any Supplemental On-Call Services as set out in Section 1.3 in a timely manner or in accordance with agreed-upon completion dates or time periods.

**3.0 FEES FOR SERVICES**

**3.1 Maximum Authorized Expenditure**

In consideration of the performance of the On-Call Services, the City shall pay the Consultant a ~~maximum total fee, not to exceed [written number] (\$ \_\_\_\_\_) dollars, which amount includes disbursements but excludes applicable federal and provincial taxes, (the "Maximum Authorized Expenditure"),~~ as detailed in **Schedule "B"** which is attached hereto and incorporated herein. Progress payments shall be based on work completed to date, based on tasks outlined in the Services identified in **Schedule "A"**.

**3.2 Adjustment of Fees**

~~The City may increase or decrease the Maximum Authorized Expenditure by written notice to the Consultant and incorporated by way of an amendment to the Agreement.~~ Should the Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of Services, the Consultant shall so advise the City's Project Representative, in writing, within ten (10) days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payments of additional fees or disbursements to the Consultant.

**3.3 Hourly Rates**

Unless noted otherwise in this Agreement, payment for all professional services (labour), including payment for Supplemental On-Call Services, shall be made by the City to the Consultant in accordance with the hourly rates included in **Schedule "B"**.

**3.4 Subconsultants and Disbursements**

For this Agreement, all reimbursable expenses are included ~~with the Maximum Authorized Expenditure~~ as set out in **Schedule "B"**. The Consultant shall be solely responsible for payment to Subconsultants and vendors of disbursement goods and services, and the City shall not be responsible or liable for any payments to Subconsultants and disbursement vendors.

**4.0 APPLICATION FOR PAYMENT**

**4.1 Invoicing Frequency**

The Consultant shall submit invoices to the City on or before the twentieth (20<sup>th</sup>) day of each month for services performed in the preceding month. If the City approves the amount of such invoices, the City shall pay such invoices within thirty (30) days from the date the invoice is received by the City.

#### **4.2 Invoice Components**

As a minimum, each invoice submitted by the Consultant shall include:

- (a) Purchase Order number;
- (b) Brief status report summarizing Services completed during the preceding month;
- (c) Budgeted amount for each task outlined in the ~~Services per Schedule "A"~~ **Purchase Order**;
- (d) Budgeted amount for each additional task included in approved Amendments, if any;
- (e) Costs incurred for each task outlined in ~~Schedule "A"~~ **the Purchase Order** in the preceding month;
- (f) Amount earned and invoiced to date for each task, including total amount;
- (g) Amount paid to date for each task, including total amount;
- (h) Percentage of amount of invoice divided by the Maximum Authorized Expenditure **in the Purchase Order**;
- (i) Percentage of amount earned to date divided by the Maximum Authorized Expenditure **in the Purchase Order**;
- (j) Total amount payable for the current invoice, including Subconsultants, disbursements, and applicable taxes;
- (k) Copies of invoices from Subconsultants; and
- (l) Copies of invoices or receipts for Disbursements.

#### **4.3 Payment in Proportion to Completed Services**

The City shall not be obligated to pay the Consultant a greater percentage of the ~~Maximum Authorized Expenditure~~ **Purchase Order amounts** than the actual percentage complete based on invoice components provided for in Section 4.2.

#### **4.4 City Review of Invoices**

The City shall not be responsible for any interest on any amount of the Consultant's invoice where payment is delayed because the City wishes to review, audit, or otherwise seek clarification concerning the Consultant's invoices.

#### **4.5 Withholdings**

The Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, Canada Pension Plan contributions, Employment Insurance deductions, and any other deductions required by applicable federal or provincial statutes for the Consultant, its employees, and Subconsultants.

#### **4.6 Inspection and Audit**

The Consultant shall preserve all books, accounts, and other records with respect to any time and expenses which the City is or has been required to pay as a result of performance of the Services, including but not limited to, hours worked, details of all disbursements, and percentage of work completed, and shall make the same available for inspection and audit by the City's representatives during the Term of this Agreement and for two years thereafter.

The City shall have the right to attend at the Consultant's office and audit the Consultant's files and records in respect of the Project and Services upon forty-eight (48) hours advance written notice, during normal business hours. Any error in a claim for payment or the amount of a payment disclosed on audit shall be adjusted between the parties.

## **5.0 CONSULTANT'S EMPLOYEES**

### **5.1 Qualified Employees**

The Consultant shall provide only professional employees and Subconsultants who have the qualifications, experience, and capabilities to perform the Services.

### **5.2 Listed Employees and Subconsultants**

The Consultant shall perform the Services using only the key employees and Subconsultants listed in **Schedule "A"**.

### **5.3 Substitution of Employees or Subconsultants**

- (a) The Consultant shall not dismiss or substitute any key employee or Subconsultant listed in **Schedule "A"** without the prior written approval of the City, such approval not to be withheld unreasonably. The City shall not approve removal or substitution of employees or Subconsultants for the reason that the Consultant or its affiliates has called on such individual to perform services for another client of the Consultant.
- (b) If, at any time, the City reasonably objects to the performance, experience, qualifications, or suitability of any of the Consultant's employees or Subconsultants, then the Consultant shall, on written request from the City, replace such employee or Subconsultant. The Consultant shall, subject to scheduling and staffing considerations make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- (c) Regardless of whether or not the City consents to, or requests a substitution of any employee or Subconsultant of the Consultant, the City shall not be liable to pay additional compensation to the Consultant for any replacement or substitution.

### **5.4 Sub-agreements with Subconsultants**

The Consultant shall incorporate the terms and conditions of this Agreement into all agreements with Subconsultants in respect of the Services as necessary to preserve all rights of the City under this Agreement. The Consultant shall be fully responsible to the City for all acts and omission of Subconsultants and of persons employed by any Subconsultant or by the Consultant.

### **5.5 Not an Agent of the City**

Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of the Consultant, or the employer of anyone working for the Consultant, and the Consultant must not do anything that would result in anyone working for the Consultant being considered an employee of the City. The Consultant is not, and must not claim to be, an agent of the City.

## **5.6 Independent Contractor**

The Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods, or processes by which the Consultant performs the Services.

The Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. The Consultant shall be solely liable for the work quality and conditions of any partners, employees, and Subconsultants.

## **6.0 INDEMNIFICATION AND INSURANCE**

### **6.1 Indemnity**

Notwithstanding the provision of insurance coverage by the City, the Consultant hereby agrees to indemnify and save harmless the City, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as "Claims") that the City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant or their Subconsultant(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this Indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the City, its other consultants), assign(s), and authorized representative(s).

The Consultant's liability to indemnify the City and its elected and appointed officials, employees, agents, and contractors under this section does not limit or affect any other rights or remedies the City may have against the Consultant in respect of the Consultant's performance or breach of this Agreement.

### **6.2 Survival of Indemnity**

The indemnity described in Section 6.1 shall survive the termination or expiry of this Agreement and, notwithstanding such termination or expiry, shall continue in full force and effect for the benefit of the City, its elected officials, appointed officers, employees, agents, and contractors.

### **6.3 Consultant's Insurance Policies**

Without limiting the effect of the foregoing provisions, the Consultant shall, at all times during the continuance of this Agreement, maintain insurance with an insurer(s) satisfactory to the City and licensed to work in British Columbia in accordance with the following terms:

- (a) Comprehensive General Liability insurance in the amount of five million dollars (\$5,000,000) inclusive per occurrence for bodily injury and property damage.
- (b) Automobile Public Liability and Property Damage insurance in the amount of two million dollars (\$2,000,000) per occurrence per owned, non-owned, or hired vehicle.
- (c) Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000) in the aggregate for all claims per year.
- (d) Ensure that the Services are carried out in conformity with the *Worker's Compensation Act*, R.S.B.C. 996, c. 492, as regards to employee coverage, benefits, and safety regulations.
- (e) Be responsible for any deductible amounts under the policies.



#### **6.4 Insurance Certificates**

Prior to receiving a Purchase Order from the City, the Consultant shall provide Certificate(s) of Insurance to the City which satisfies the City that the insurance required herein has been obtained and is in force. The City shall be named as an Additional Insured on any General Liability Policy obtained by the Consultant as required by this Agreement. The policies shall also contain an endorsement to provide the City with thirty (30) days prior written notice of cancellation or non-renewal of the policies.

#### **6.5 Limits of Liability**

Neither party shall be responsible to the other for indirect, consequential or punitive damages arising in any way from the services performed under this Agreement.

The City agrees that any and all claims which the City may have against the Consultant, its employees, officers, agents, representatives, sub-consultants and subcontractors in respect of the Services, howsoever arising, whether in contract, tort, breach of statutory duty or based on any other cause of action, shall be absolutely limited, individually and in the aggregate, to an amount of insurance available at the time such claim is brought, up to the all-inclusive maximum amount of the insurance limits required under this Agreement. This provision survives performance and termination of this Agreement.

### **7.0 CITY BUSINESS LICENCE**

Prior to receiving a Purchase Order from the City, the Consultant shall obtain and maintain a valid City of Parksville Business Licence for the duration of the Agreement. Costs associated with the licence are the responsibility of the Consultant.

### **8.0 WORKSAFE BC COVERAGE**

#### **8.1 WorkSafe BC Compliance**

The Consultant agrees that it shall procure in British Columbia and carry and pay for, full WorkSafe BC coverage for itself and all workers, employees, servants, and others engaged in or upon any work which is the subject of this Agreement. The Consultant agrees that the City may deduct any unpaid premiums, assessments, or penalties for such WorkSafe BC coverage from any monies owing by the City to the Consultant, where the Consultant fails to make such payments on demand by the City. The City shall have the right to withhold payment under this Agreement until WorkSafe BC premiums, assessments, or penalties in respect of the Services performed in fulfilling this Agreement have been paid in full.

#### **8.2 WorkSafe BC Registration**

Prior to receiving a Purchase Order from the City, the Consultant shall provide the City with the Consultant's WorkSafe BC registration number and a letter from WorkSafe BC confirming that the Consultant is registered in good standing with WorkSafe BC, and that all premiums and assessments have been paid to the date thereof.

#### **8.3 WorkSafe BC Indemnity**

The Consultant shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties, and proceedings arising out of or in any way related to unpaid WorkSafe BC premiums, assessments, or penalties owing from any person or corporation engaged in the performance of Services under this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations, and practices of WorkSafe BC. Such indemnity shall survive the termination or expiry of this Agreement.

## **9.0 CITY INFORMATION AND RESOURCES**

### **9.1 Available Information**

The City shall make available to the Consultant all relevant information, plans, maps, reports, specifications, standards, and data pertinent to the Project which is in the hands of the City and is required by the Consultant to perform the Services. The Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable to do so.

### **9.2 City Resources**

The City acknowledges that the Consultant's ability to provide the Services in accordance with this Agreement shall be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by the Consultant (the "City Resources"). To the extent that the City fails to provide City Resources, the Consultant shall not be liable for any resulting delay in the Services or failure to meet the Delivery Schedule, but in no event shall such delay or failure to provide City Resources constitute a breach of this Agreement by the City, nor shall the Consultant be entitled to extra compensation for same.

### **9.3 Obligations of Consultant**

No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of the Consultant, and all responsibility related to performance of the Services shall be and remain with the Consultant.

## **10.0 OWNERSHIP AND USE OF MATERIALS**

### **10.1 Ownership of the Materials**

All reports, designs, sketches, drawings, plans, specifications, calculations, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, other documents or products produced by the Consultant under this Agreement (collectively, the "Material") are and shall remain the property of the City even though the Consultant or another party has physical possession of them. The Consultant hereby waives, in favour of the City, any moral rights the Consultant, its employees, or Subconsultants may have in the Material. Until the expiry or earlier termination of this Agreement, the Consultant may retain copies, including reproducible copies, of the Material.

### **10.2 Delivery and Use of Material**

All Material shall be transferred and delivered by the Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to the Consultant requesting delivery by the Consultant to the City of all or any part of the Material in which event the Consultant shall forthwith comply with such request. Material created electronically must be submitted in a format and medium acceptable to the City. The Material may be used by the City in any manner for the intended purpose or as part of its operations associated with the Material. The Consultant shall have no liability for any use that the City makes of information provided by the Consultant that is beyond the intended project purpose.

### **10.3 Survival of Ownership and Use Provisions**

It is understood and agreed that the covenants contained in Sections 10.1 through 10.2, inclusive, shall survive the expiry or earlier termination of this Agreement, and that those Sections are severable for such purpose.

## **11.0 CONFIDENTIALITY**

### **11.1 No Disclosure**

The Consultant shall keep confidential and shall not disclose, publish, or release any information, data, or secret of the City to any person other than representatives of the City duly designated for that purpose, in writing by the City, and shall not use for the Consultant's own purposes, or for any purpose other than those of the City, any information, data, or secret the Consultant may acquire as a result of the performance of the Services. Nothing in this Agreement shall prevent the Consultant from disclosing Confidential Information in the event of a Court Order, or for regulatory professional practice requirements.

### **11.2 Freedom of Information and Protection of Privacy Act**

The Consultant acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* (FOIPPA), that the City may be legally obligated to disclose to a person parts, or all, of this Agreement and any documents legally connected to this Agreement, and that the authority of the City to refuse to disclose a record containing third party confidential information is limited as set out in section 21 of FOIPPA. If the Consultant considers that information supplied by it to the City in connection with the performance of the Services is confidential information that should not be disclosed to a person making a request under FOIPPA, the Consultant shall identify this information to the City, indicate that the information is supplied in confidence, and refer to FOIPPA and section 21 of FOIPPA in this regard. The Consultant acknowledges and agrees that the City may be required to disclose Consultant information even where the Consultant stipulates that such information is supplied in confidence. The Consultant acknowledges and agrees that any information included in this Agreement (including in the schedules to this Agreement) is not supplied in confidence.

### **11.3 Advertising**

The Consultant shall submit to the City any proposed advertising or publicity by the Consultant, referring to the City, the Project, or performance of the Services, for written approval prior to issue.

## **12.0 ASSIGNMENT**

The Consultant shall not assign this Agreement, in whole or in part, except with the prior written consent of the City, which consent shall not be unreasonably withheld, delayed, or conditioned. Any attempt to assign this Agreement without such consent shall be void and of no effect. However, the Consultant shall be permitted to assign this Agreement to any entity into, by, or with which the business or assets of the Consultant have been merged, acquired, consolidated, or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided that the Consultant first provides the City with reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction), and a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform the Services of this Agreement.

## **13.0 TERMINATION OF AGREEMENT**

### **13.1 Termination for Cause or Default**

The City reserves the right to immediately cancel all or any part of this Agreement if the Consultant or any Subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such cancellation shall be in writing, may be without notice, and shall not result in any penalty or other charges to the City. Without limitation, the Consultant is in default of its obligations contained in this Agreement if the Consultant, or any Subconsultant:

- (a) Fails to supply sufficient, properly skilled workers or proper workmanship, products, materials, tools, and equipment to perform the Services;
- (b) Fails to observe or comply with all laws or ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, provincial, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
- (c) Fails to observe or comply with the City's reasonable instructions;
- (d) Breaches any Conflict of Interest provision in article 15 of this Agreement; or
- (e) Otherwise violates any provision of this Agreement.

### **13.2 Termination for Convenience**

The City may, at its option, terminate this Agreement at any time during the Term, and, if such option is exercised, then this Agreement shall terminate fifteen (15) business days after the date such written notice is received, or deemed received, by the Consultant.

### **13.3 Steps after Termination**

Upon termination of this Agreement by the City, the City shall pay the Consultant for the Services rendered and disbursements incurred by the Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from the Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.

### **13.4 Force Majeure**

Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed, prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder is reduced or eliminated by any course, except financial, for reasons beyond its control, including but not limited to: fire, explosion, war, riots, strikes, labour disputes, and governmental laws, orders, or regulations.

## **14.0 APPLICABLE LAWS AND BYLAWS**

### **14.1 Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Consultant accept the jurisdiction of the Courts of Nanaimo, British Columbia and agree that any action under this Agreement be brought in such courts.

### **14.2 Codes and Bylaws**

The Consultant shall provide the Services in compliance with all applicable federal, provincial, regional, and municipal codes, bylaws, and regulations.

### **14.3 Interpretation of Codes**

The Consultant shall, as a qualified and experienced professional, interpret codes, bylaws, and regulations applicable to the performance of the Services.

### **14.4 Licenses and Registrations**

During the term of this Agreement, the Consultant and all Subconsultants shall possess and maintain licences, registrations, and permits where required by legislation to perform the Services.

## **15.0 CONFLICT OF INTEREST**

### **15.1 Conflict of Interest**

The Consultant, the Consultant's employees, and Subconsultants:

- (a) Shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing within anyone with whom a relationship between them could bring the impartiality of the Consultant or its employees into question;
- (b) Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision might further their private interests;
- (c) Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- (d) Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, the Consultant shall promptly declare it to the City;
- (e) Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of the Consultant under this Agreement and the obligations of the Consultant to such other person, firm, or corporation; and

- (f) Warrant and represent that neither the Consultant, the Consultant's Employees, nor the Subcontractor has any financial or personal relationship or affiliation with any City elected official, officer or employee, or any of their immediate family members that the Consultant has not disclosed in writing to the City prior to the execution of this Agreement. The Consultant shall notify the City should any such relationship or affiliation arise during the performance of the Services under this Agreement.

## **16.0 DISPUTE RESOLUTION**

### **16.1 Dispute Resolution Procedures**

The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set out in this Section.

### **16.2 Negotiations**

First, the City's Project Representative and the Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City's Chief Administrative Officer, or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.

### **16.3 Arbitration**

If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the first negotiation, either party may, by notice to the other party, submit the Dispute for resolution under the *Commercial Arbitration Act*. Within seven (7) days of delivery of such notice, the parties shall jointly appoint a single arbitrator. The cost of the arbitration (including fees of arbitrators) shall be borne equally by the parties, and each party shall bear its own costs of participating in arbitration. The arbitration shall take place in the Parksville, British Columbia area. The award of the arbitrator shall be final and binding upon the parties.

## 17.0 PROJECT REPRESENTATIVES AND NOTICES

### 17.1 City's Project Representative

The City appoints the person named below as the City's Project Representative for the purposes of this Agreement (the "City's Project Representative").

### 17.2 Consultant's Project Manager

The Consultant appoints the person named below as its Project Representative for the purposes of this Agreement (the "Consultant's Project Manager").

### 17.3 Communications and Notices

All communications between the City and the Consultant regarding this Agreement, including performance of the Services, shall be between the City's Project Representative and the Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, or if by mail, five (5) calendar days after posting.

The addresses for delivery shall be as follows:

#### City of Parksville

Project Representative: [REDACTED]  
PO Box 1390, 100 Jensen Avenue East  
Parksville, BC V9P 2H3  
Telephone No.: (250) [REDACTED]  
Email Address: [REDACTED]

#### The Consultant

Project Manager: [REDACTED]  
[Mailing Address]  
[City, Province, Postal Code]  
Telephone No.: [REDACTED]  
Email Address: [REDACTED]

## 18.0 GENERAL

### 18.1 Headings

The heading or captions appearing in this Agreement are inserted for convenience.

### 18.2 Amendment

This Agreement may be amended only by written amendment to this Agreement, signed by both parties.

### 18.3 Validity of Provisions

If any provision of this Agreement is invalid or unenforceable, it shall be severed from the Agreement and shall not affect the enforceability or validity of the remaining provisions of the Agreement.

**18.4 Conflict between Agreement and Schedules**

In the event of a conflict between a provision in this Agreement and a provision in a Schedule attached to this Agreement, the provisions in this Agreement shall prevail.

**18.5 Legally Binding Agreement**

This Agreement shall benefit and be legally binding on the parties and their successors and permitted assigns.

**18.6 Waiver**

No waiver by either party of any breach by the other party of any of its covenants, obligations, and agreements shall be a waiver of any subsequent breach or of any other covenant, obligation, or agreement, nor shall any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

**18.7 Entire Agreement**

This Agreement, including the Schedules attached hereto, and any Purchase Order issued pursuant to clause 2.3 and referencing this Agreement, constitutes the entire agreement between the parties with respect to the terms, conditions, and Services and supersedes all earlier proposals, understandings, communications, representations, and agreements, whether oral or in writing. Any amendment to this Agreement shall prevail over any other provision of this Agreement, in the event of an inconsistency between them.

**IN WITNESS WHEREOF** the parties have duly executed this Agreement as of the day and year first above written.

EXECUTED THIS        day of       , 2025, at Parksville, in the Province of British Columbia.

**CITY OF PARKSVILLE**

**CONSULTANT**

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name of Signing Officer

\_\_\_\_\_  
Corporate Officer

\_\_\_\_\_  
Legal Name of Consultant

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Address (City, Province, Postal Code)

**Attachments:**

**Schedule "A" Terms of Reference (Project and Services)**

**Schedule "B" Hourly Rates and Fees for Services**

**Schedule "C" Delivery Schedule**